INSURANCE—LIFE INSURANCE—WARRANTIES.—NATIONAL LIFE INS. CO. OF U. S. A. v. REPPOND, 96 S. W. 778 (TEX.).—*Held,* that, where the statements in the application for a life policy are made warranties, it is essential to the validity of the policy that the statements be true without reference to the question of their materiality.

Warranties are in the nature of conditions precedent, so that the rights of the insured depend on his strict compliance with the warranties. *Fowler v. Ins. Co.,* 6 Cow. (N. Y.) 673; *Metropolitan Life Ins. Co. v. Rutherford,* 98 Va. 195. In the present case, the statements in the application were made warranties. Stipulations of this character are necessary to protect the insurer. *Vance on Insurance,* Section 104. Courts will presume conclusively that statements are material when they are made warranties by the parties, as in this case, and a breach of a warranty will be a good defense in an action on the policy. *Hutchinson v. Ins. Co.* 39 S. W. (Texas) 325; *Stensgaard v. St. Paul Real Estate Title Ins. Co.,* 50 Minn. 429; *Jeffries v. Ins. Co., 22* Wall. (U. S.) 47.

MANDAMUS—RIGHT TO APPEAL.—HANSON V. POLICE JURY OF ST. MARY'S PARISH, 41 So. (LA.) 321.—*Held,* that mandamus generally will not lie if there is a right of appeal.

The functions of this prerogative writ are the enforcement of duties to the public by officers, and others who neglect or refuse to perform them and for which there is no other specific legal remedy, *Legg v. City of Annapolis,* 42 Md. 203, and mandamus cannot be used to perform the office of an appeal or a writ of error, *Ex parte Schwab,* 98 U. S. 240. This general rule is too far-sweeping and invites the criticism of a rigidity approaching harshness, for this writ will be granted when the remedy by action is doubtful. *Clark v. Miller,* 47 Barber, 38; or even if there is an equitable remedy existing. *Commonwealth v. Allegheny County Com'rs,* 32 Pa. 218. The same exception is taken when a writ of error is inadequate by reason of expense and delay involved, *North Alabama Development Co. v. Orman,* 71 Fed. 764; or when there is a remedy by appeal, if the action is clearly inadequate, *City of Huron v. Campbell,* 3 S. D. 309; or when an appeal is proper, but there is no one to prosecute it, as, after a claim has been filed by an administrator against the estate of another decedent, if such administrator die and a motion to revive the action in the name of his successor is denied, the only remedy is by mandamus, *Reynolds v. Crook,* 95 Ala. 570.

MASTER AND SERVANT—SAFE PLACE TO WORK.—WALKER V. GLEASON, 96 N. Y. SUPP. 843 (N. Y.).—Landlord contracted with a tenant to keep the hall lamps in the building in order, and subsequently, while the tenant was working with the lamps in one of her own rooms, the ceiling fell and injured her. Thereupon the landlord was sued for the personal injuries, the tenant contending that the relation of master and servant existed.—*Held,* that under these circumstances the landlord was not liable on the ground that, as an employer, he had failed to furnish a safe place to work.

... NUISANCE—RIGHT TO RECOVER DAMAGES.—MILLER V. EDISON ELECTRIC ILLUM. CO., 3 L. R. A. (N. S.) 1060 (N. Y.).—*Held,* that a lessor cannot recover damages for injury to the enjoyment and occupation of premises while they are in possession of a tenant, by the maintenance of a nuisance not of a permanent character on adjoining premises, although during such